

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, November 8, 2016

Questions on the Agenda

Informational

7th Street & Valley View Drive/35th Avenue Place (Scott Hinton, City Engineer) Additional Information Attached.

Agenda Items

- 1. Wildwood Entrance Markers** (Scott Hinton, City Engineer)
- 2. LED Lighting Purchase** (Rodd Schick, Municipal Services General Manager)
- 3. Police Department Camera Purchase** (Nate Scott, IT Manager)
- 4. Microsoft Office Purchase** (Nate Scott, IT Manager)
- 5. PSAP Intergovernmental Agreement** (Maureen Riggs, City Attorney)
- 6. MMS Amendment** (Maureen Riggs, City Attorney)
- 7. United Healthcare Renewal** (Maureen Riggs, City Attorney)
- 8. Midwest Group Benefits Renewal** (Maureen Riggs, City Attorney)
- 9. Other**
- 10. Public Comment**

Explanation

- 1. A Resolution authorizing Staff to solicit bids for replacement of the entrance markers identifying the entrance to the Wildwood Subdivision at 7th Street and Wildwood Drive.** (Scott Hinton, City Engineer)

Explanation: The 1978 annexation agreement between the City of Moline and the developer of the Wildwood Subdivision states that “the City shall accept the dedication of permanent decorative entrance markers constructed by Developer on City right-of-way property”. The Wildwood Homeowner’s Association has notified the City that the entrance markers are in poor condition and has requested that the City repair or replace the markers. City staff has reviewed the condition of the markers with a masonry contractor and found that much of the brick has suffered water damage and is not repairable. The estimated cost to replace both markers with new brick is \$47,500.

Staff Recommendation: Staff has no recommendation and looks to Council for direction.
Public Notice/Recording: N/A
Fiscal Impact: N/A
Goals Impacted: A Great Place to Live

- 2. A Resolution authorizing the purchase of LED lighting from Republic Electric Company for the total amount of \$312,950.** (Rodd Schick, Municipal Services General Manager)

Explanation: In an effort to increase efficiency and lower utility costs, Municipal Services staff developed specifications for the replacement of existing lighting with more energy efficient LED options that will be installed by City staff. Bids were opened and publicly read on October 31, 2016, with the following results:

\$222,799.00 - Republic Electric Company
\$231,981.01 – LED Lighting Wholesale
\$274,521.73 – Miller OEM
Incomplete – LED Lighting Inc.

Republic Electric Company submitted the lowest responsive and responsible bid. City staff would like to include the disposal cost of \$3,500 and optional bid of \$86,651 to include the parking garages for the total amount of \$312,950. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds Available in General Fund Reserves
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure and Facilities

- 3. A Resolution authorizing the IT Manager to accept two proposals from Johnson Controls for upgrades to the Police Department surveillance camera system.** (Nate Scott, IT Manager)

Explanation: The surveillance camera system in the Police Department contains several outdated analog cameras and devices that need to be eliminated in order to modernize the system. Staff budgeted \$18,200.00 for this project, published a Request for Proposals for the replacement of four (4) critical cameras, and received five (5) responses. Johnson Controls submitted the proposal most advantageous to the City based on price and preferred camera hardware at a cost of \$11,992.00. IT and Police staff recommend using the balance of budgeted funds to replace one (1) more critical camera, have the system rewired, and install a new PC for viewing and control of the system in the Police Command Office. This item will also appear on the City Council Agenda on November 8, 2016, under “Items Not on Consent.” Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$18,200.00 from 443-0425-417.06-40
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure and Facilities

4. A Resolution authorizing the IT Manager to purchase Microsoft Office 2016 licensing from CDW-G. (Nate Scott, IT Manager)

Explanation: City computers are still largely running Microsoft Office 2007. Staff budgeted \$65,000 for Microsoft Office 2016. CDW-G holds the Illinois State Contract for Microsoft licensing and therefore is the single certified Microsoft reseller for the State. Staff recommends purchasing a quantity of 35 Office 2016 Pro Plus licenses and a quantity of 213 Office 2016 Standard licenses for a total of \$60,189.58. Additional documentation is attached.

Staff Recommendation: Approval
Fiscal Impact: \$60,189.58 from 443-0425-417.06-34
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure and Facilities

5. A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement for cooperative effort to establish a consolidated Public Safety Answering Point (“PSAP”) between and among the City of Moline, City of East Moline, Village of Milan and City of Silvis. (Maureen Riggs, City Attorney)

Explanation: The City of Moline, the City of East Moline, the Village of Milan, and the City of Silvis are municipal corporations organized pursuant to Art. VII of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*). Public Act 99-0006, signed on July 2, 2015, amended the Emergency Telephone Systems Act, 50 ILCS 750/1 *et seq.* (“the Act”), to consolidate and upgrade 9-1-1 systems. As a result of the Act, the number of PSAPs in a county must be reduced. The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits public agencies to exercise, combine, transfer, and enjoy jointly any powers, privileges, functions or authority they may have except where expressly prohibited by law. Moline, East Moline and Milan have been directed by their respective governing bodies to work together to implement a consolidated PSAP, and Silvis has participated in discussions as to joining the consolidated PSAP with the other three communities. A feasibility study will be performed to determine staffing levels and to determine the proportional share of costs to be allocated among the parties based on call volume. The parties also agree to share the cost of the feasibility study and all other costs of implementation based on each party’s pro rata share as determined by the study. Additional documentation attached.

Staff Approval: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure & Facilities, Financially Strong City

6. A Special Ordinance authorizing the Mayor and City Clerk to execute a Third Amendment and Extension of Development Agreement between the City of Moline and Moline Promenade Investors, LLC for the Quad Cities Multi-Modal Station and Element Hotel; and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said Amendment and the remaining provisions of the Second Amendment to and Restatement of Development Agreement. (Maureen Riggs, City Attorney)

Explanation: The City entered into a Development Agreement with Moline Promenade Investors, LLC (“Developer”) for the Quad Cities Multi-Modal Station project in November 2013, and subsequently executed a First Amendment effective June 17, 2014, and a Second Amendment to and Restatement of Development Agreement effective March 3, 2015 (“Restated Agreement”). Certain unforeseeable events have occurred which have delayed the financing and commencement of construction by each of the parties. Section II(A) of the Restated Agreement required the completion by the City of a condominium regime with conveyance of certain units to the Developer. The condominium regime as planned with eight units cannot be completed prior to the completion of construction and framing of the walls separating the units, and the parties have agreed to a preliminary platting of the regime based on the current as-build structure to allow for an interim conveyance of Unit 1 to Developer to facilitate Developer’s financing in order to keep the

development moving forward. The parties have agreed that the interim regime and conveyance are a necessity until the parties can complete their development of constructing the additional spaces and erecting the division walls, at which time each will receive their specific units as stated in the Restated Agreement. The parties agree to cooperate and provide each other with such access and easement rights as may be reasonably necessary for the parties' remediation, demolition and/or construction obligations under the project documents. The parties have each obtained plans and specifications for their respective work and they desire to share that information and assure each other of their proposed development. Except as specifically amended by this Amendment, all other terms, provisions and conditions contained in the Second Amendment to and Restatement of Development Agreement are and remain in full force and effect in accordance with their terms. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: A Memorandum of Agreement will be recorded by the Law Department
Goals Impacted: A Great Place to Live, Improved City Infrastructure & Facilities, Financially Strong City

7. A Resolution authorizing the Mayor and City Clerk to execute an agreement with United Healthcare Services, Inc. (United Healthcare) to provide administrative services and reinsurance for medical and prescription drug claims for a one year period commencing on January 1, 2017. (Maureen Riggs, City Attorney)

Explanation: United Healthcare currently provides claims administrative services and reinsurance for the City's health benefits plan. Expected fixed costs for 2017, including reinsurance, for these services increased by 10.34%.

Staff Recommendation: Approval
Fiscal Impact: Budgeted in the Health Fund
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

8. A Resolution authorizing the Mayor and City Clerk to execute an agreement with Midwest Group Benefits to provide administrative services for dental, vision and flexible benefit claims for a one year period commencing on January 1, 2017. (Maureen Riggs, City Attorney)

Explanation: Midwest Group Benefits currently provides claims administrative services for the City's dental, vision and flexible benefits plans. There will be no increase in the administrative costs for these services.

Staff Recommendation: Approval
Fiscal Impact: Budgeted in the Health Fund
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

TRAFFIC IMPACT STUDY

For

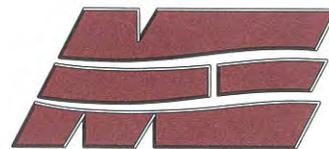
7th Street and Valley View Place/35th Avenue Place

In

Moline, Illinois

November 3, 2016

MEAI Project No. MO-01-28-16-204



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Milwaukee, WI 53225
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Clinton, IA
333 4th Avenue South
Clinton, IA 52732
p. 563.243.6011

TRAFFIC IMPACT STUDY

For

7th Street and Valley View Place/35th Avenue Place

In

Moline, Illinois

November 3, 2016

MEAI Project No. MO-01-28-16-204

I hereby certify that this study was prepared by me or under my direct personal supervision, and that I am a duly registered professional engineer under the laws of the State of Illinois.

Michael W. Janecek

Michael W. Janecek, P.E.
Illinois Registration No. 062-054284

11-3-16

Date
Exp. Date 11/30/2017



Table of Contents

Introduction.....	3
Land Use	3
Road Network Area	3
Existing Traffic.....	3
Total Projected Traffic Volumes	4
Capacity Analysis.....	5
Signal Warrant Analysis	6
Summary and Recommendations	7

List of Figures

Figure	Description	Following Page
1	Project Location Map	3
2	Manual Traffic Counts	3
3	Existing Traffic 2016 PM Peak	4
4	Projected Traffic 2036 PM Peak	4
5	HCS Unsignalized PM Peak	6
6	HCS Signalized Permissive E/W PM Peak	6
7	HCS Signalized Protected E/W PM Peak	6
8	Signal Warrant Review Sheet	6
9	Warrant 2, Four-Hour Vehicular Volume	6
10	Warrant 3, Peak Hour	6
11	Exhibit - Lane Configuration	7
12	Exhibit - Site Distance	7

Introduction

This traffic impact study has been prepared for the existing unsignalized intersection of 7th Street and Valley View Drive/35th Avenue Place in Moline, Illinois (See Figure 1). The intersection experiences traffic inefficiencies and several accidents have occurred so the City is considering adding signals to this intersection. The City also wanted to investigate installing advanced warning signals north of the intersection and potentially interconnecting the signals to the south major signalized intersection of John Deere Road and 7th Street.

Land Use

The current land use of the area around the intersection is commercial with residential to the north.

Road Network Area

In the area of said intersection, 7th Street is a four-lane roadway with 12' lanes with curb and gutter and auxiliary lanes. Valley View Place/35th Avenue Place is a two-lane roadway with 12' lanes and curb and gutter with auxiliary lanes.

Existing Traffic

Existing traffic data for the intersection was obtained by manual counts during the AM and PM peak. The traffic data collected is shown in Figures 3.



PLOTTING SCALE:	NO SCALE
DRAWN BY:	JDU
CHECKED BY:	MWJ
DATE:	OCTOBER, 2016

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PROJECT LOCATION MAP
TRAFFIC IMPACT STUDY

7TH STREET SIGNALS **MOLINE, IL**

FILE NAME: T:\MO116-204\TRAFFIC STUDY\REPORT FIGURES\TRAFFIC FIGURES.DWG JOB NUMBER: MO-01-26-16-204

FIGURE NO.
1

TURNING MOVEMENT COUNT SUMMARY

INTERSECTION: 0
 CITY: Moline
 DATE: 10/11/2016

DAY: Tuesday

TIME PERIOD	NORTHBOUND ON 7th Street				SOUTHBOUND ON 7th Street				N-S TOT.	EASTBOUND ON 35th Ave. Place				WESTBOUND ON Valley View Drive				E-W TOT.	SOUTHEASTBOUND ON 0				PERIOD TOTAL
	L	S	R	NB TOT.	L	S	R	SB TOT.		L	S	R	EB TOT.	L	S	R	WB TOT.		L	S	R	SEB TOT.	
6:00-6:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:15-6:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:30-6:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:45-7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:00-7:15	14	53	3	70	9	85	7	101	171	4	4	2	10	9	9	12	30	40	0	0	0	0	
7:15-7:30	24	79	11	114	11	73	8	92	206	4	6	0	10	13	18	22	53	63	0	0	0	0	
7:30-7:45	35	90	9	134	26	96	8	130	264	4	3	5	12	7	16	71	94	106	0	0	0	0	
7:45-8:00	65	74	19	158	32	104	13	149	307	4	13	5	22	4	23	34	61	83	0	0	0	0	
8:00-8:15	41	68	13	122	16	90	16	122	244	14	4	3	21	10	11	27	48	69	0	0	0	0	
8:15-8:30	41	78	15	134	10	72	9	91	225	8	6	4	18	14	10	13	37	55	0	0	0	0	
8:30-8:45	35	64	19	118	14	80	13	107	225	13	8	12	33	12	6	20	38	71	0	0	0	0	
8:45-9:00	16	78	12	106	19	80	14	113	219	5	12	14	31	13	14	21	48	79	0	0	0	0	
9:00-9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9:15-9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9:30-9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9:45-10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:00-10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:15-10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:30-10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:45-11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:00-11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:15-11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:30-11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:45-12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:00-12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:15-12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:30-12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:45-1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:00-1:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:15-1:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:30-1:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:45-2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:00-2:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:15-2:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:30-2:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:45-3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:00-3:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:15-3:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:30-3:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:45-4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:00-4:15	9	103	18	130	26	105	8	139	269	15	8	38	61	19	16	8	43	104	0	0	0	0	
4:15-4:30	5	118	15	138	21	107	15	143	281	12	7	21	40	17	5	25	47	87	0	0	0	0	
4:30-4:45	5	114	21	140	28	127	9	164	304	21	12	29	62	10	6	31	47	109	0	0	0	0	
4:45-5:00	6	126	22	154	29	124	9	162	316	16	13	22	51	22	9	16	47	98	0	0	0	0	
5:00-5:15	5	129	30	164	40	159	5	204	368	12	13	27	52	14	8	23	45	97	0	0	0	0	
5:15-5:30	1	96	16	113	16	116	12	144	257	9	10	17	36	14	18	36	68	104	0	0	0	0	
5:30-5:45	0	117	22	139	31	124	8	163	302	12	9	12	33	16	16	25	57	90	0	0	0	0	
5:45-6:00	4	81	4	89	16	85	6	107	196	6	7	9	22	19	14	20	53	75	0	0	0	0	
TOTAL	306	1468	249	2023	344	1627	160	2131	4154	159	135	220	514	213	199	404	816	1330	0	0	0	0	

EXHIBIT 2

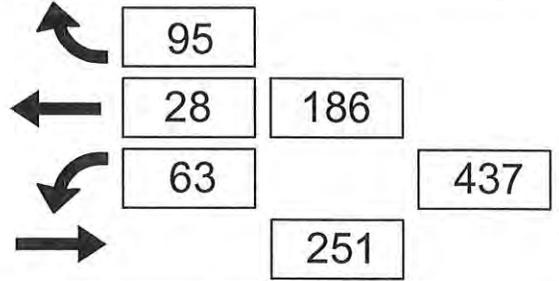
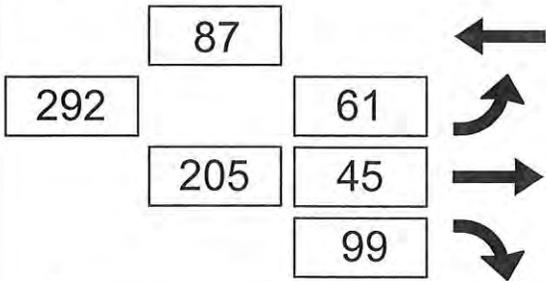
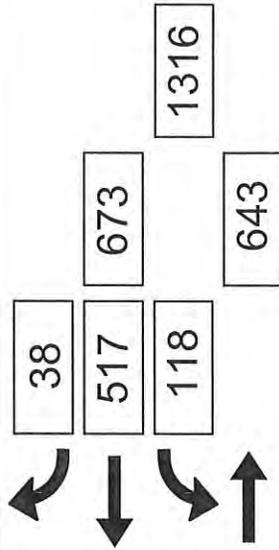
Total Projected Traffic Volumes

The existing traffic data was projected forward at 1% per annum to obtain 2036 projected traffic values. PM was significantly larger than AM so PM is the only timeframe analyzed. The data is presented graphically following this section in Figure 4.

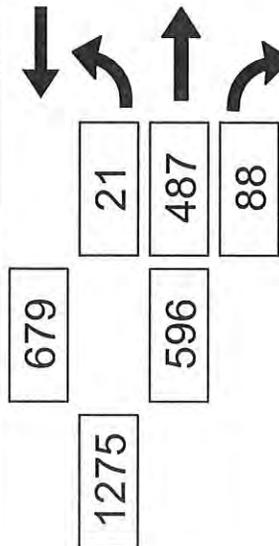


VALLEY VIEW PLACE

35TH AVE. PLACE



7TH STREET



EXISTING PM PEAK 2016

PLOTTING SCALE:	NO SCALE
DRAWN BY:	JDU
CHECKED BY:	MWJ
DATE:	OCTOBER, 2016

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**EXISTING TRAFFIC 2016 PM PEAK
TRAFFIC IMPACT STUDY**

7TH STREET SIGNALS **MOLINE, IL**

FILE NAME: T:\MO116 204\TRAFFIC STUDY\REPORT FIGURES\TRAFFIC FIGURES.DWG JOB NUMBER: MO-01-26-16-204

FIGURE NO.

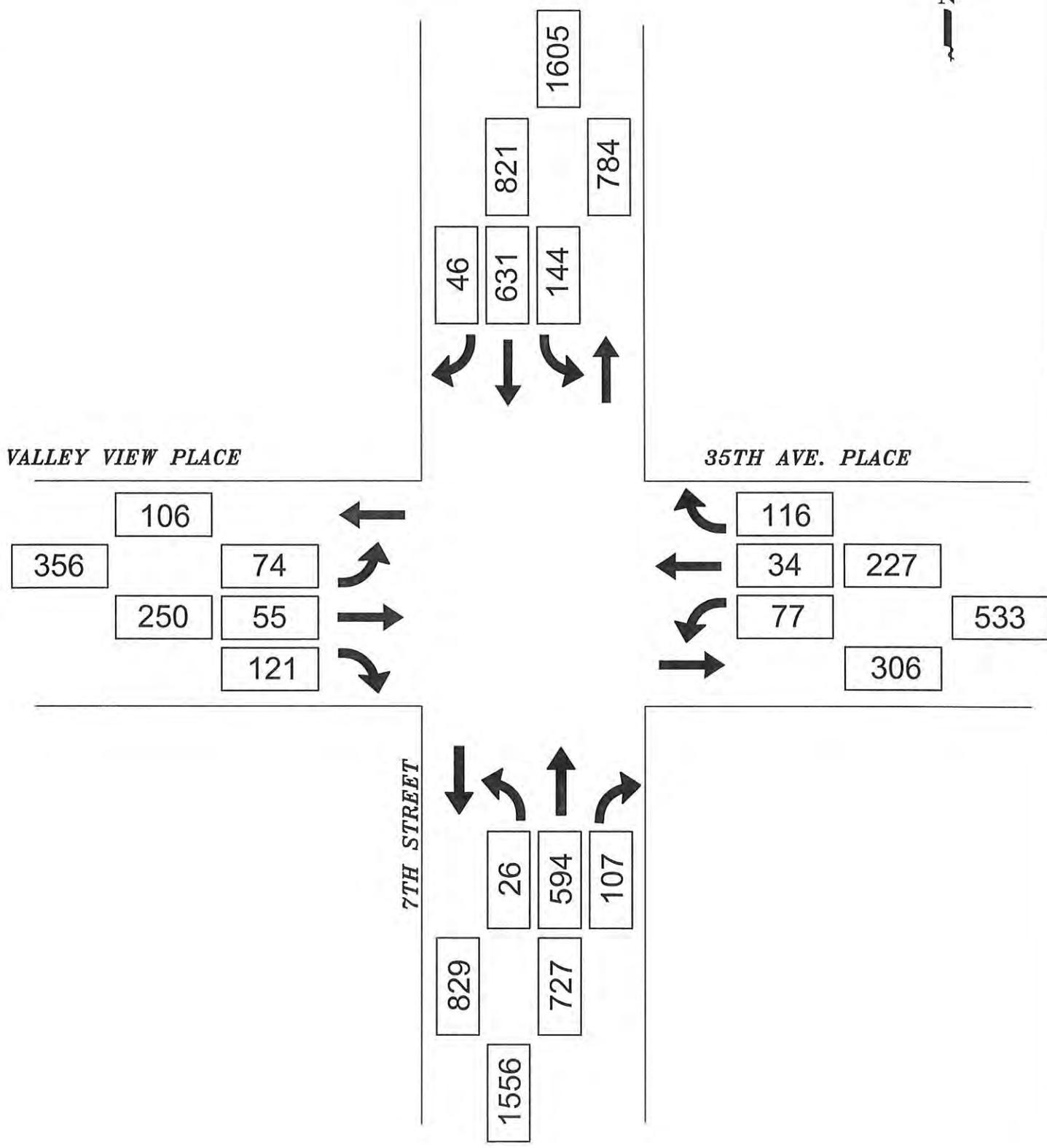
3



VALLEY VIEW PLACE

35TH AVE. PLACE

7TH STREET



PROJECTED PM PEAK 2036
 ASSUME 1% INCREASE PER YEAR
 (1.22 MULTIPLIER)

PLOTTING SCALE:	NO SCALE
DRAWN BY:	JDU
CHECKED BY:	MWJ
DATE:	OCTOBER, 2016

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**PROJECTED TRAFFIC 2036 PM PEAK
 TRAFFIC IMPACT STUDY**

7TH STREET SIGNALS **MOLINE, IL**

FILE NAME: T:\M0116.204\TRAFFIC STUDY\REPORT FIGURES\TRAFFIC FIGURES.DWG JOB NUMBER: IABE-01-28-16-204

FIGURE NO.
4

Capacity Analysis

The Highway Capacity Software (HCS) was utilized in determining the Level of Service (LOS) for the unsignalized intersections of 7th Street and Valley View Place / 35th Avenue Place. In accordance with Chapter 17, Unsignalized Intersections of the Highway Capacity Manual (HCM), the projected traffic was modeled as a four-leg, two-way stop-controlled intersection. The existing traffic control signals at John Deere Road and 7th Street are included in the analysis. PM peak volumes were used to run the analysis. Geometrics for the unsignalized intersection were as-is regarding auxiliary lanes.

Analysis Results:

The tables below summarize the results by analyzing the existing intersection. The HCS results sheets are included as Figure 5.

Unsignalized

	Northbound			Southbound			Westbound			Eastbound			Comb.
	L	TR	T	L	TR	Total	LT	R	Total	LT	R	Total	
PM	A(9.3)	-	-	C(16.9)	-	-	F(108.3)	C(24.5)	F(65.3)	F(172.4)	B(11.6)	F(94.2)	-

The Highway Capacity Software (HCS) was utilized in determining the Level of Service (LOS) for the signalized intersections of 7th Street and Valley View Place / 35th Avenue Place. In accordance with Chapter 16, Signalized Intersections of the Highway Capacity Manual (HCM), the projected traffic was modeled as a four-leg, signalized intersection. PM peak volumes were used to run the analysis. Geometrics for the signalized intersection were first analyzed as-is (see below) and then analyzed with modified auxiliary lanes due to the fact that east and westbound left turn lanes are warranted and east and westbound right turn lanes are not warranted.

Analysis Results

The tables below summarize the results by analyzing the proposed signalized intersection two different ways. The first is with the existing lane configuration and the second is modifying both east and westbound to have left turn lanes and shared through/right turn lanes. The HCS results sheets are included as Figures 6 and 7.

Signalized (existing permissive)

Northbound				Southbound			
L	T	R	Total	L	T	R	Total
C(32.9)	B(19.1)	A(9.9)	B(18.2)	C(31.1)	B(14.7)	A(6.7)	B(17.1)
Westbound				Eastbound			
L	T	R	Total	L	T	R	Total
C(28.5)	C(27.4)	C(21.0)	C(24.5)	C(28.3)	C(27.8)	C(25.7)	C(26.9)
Intersection:		B(19.6)					

Signalized (recommended protected)

Northbound				Southbound			
L	T	R	Total	L	T	R	Total
C(31.9)	B(18.0)	B(10.2)	B(17.4)	C(30.0)	B(13.7)	A(1.6)	B(15.9)
Westbound				Eastbound			
L	T	R	Total	L	T	R	Total
C(29.4)	C(26.2)	B(19.9)	C(24.0)	C(29.4)	C(26.8)	A(3.6)	B(16.3)
Intersection:		B(17.4)					

Signal Warrant Analysis – 53rd Avenue / Pandit Drive

<u>Warrant</u>	<u>Satisfied?</u>
Warrant 1, Eight-Hour Vehicular Volume	Yes
a. 8 straight 500 & 150 or 750 & 75	Yes
b. 8 straight 480 & 120 and 720 & 60	Yes
Warrant 2, Four Hour Vehicular Volume	Yes - Figure 4C-1
Warrant 3, Peak Hour	Yes - Figure 4C-3
Warrant 4, Pedestrian Volume	No - N/A
Warrant 5, School Crossing	No - N/A
Warrant 6, Coordinated Signal System	No - N/A
Warrant 7, Crash Experience	Yes
Warrant 8, Roadway Network	Yes
Warrant 9, Grade Crossing	No

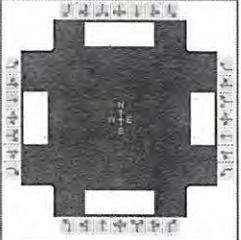
Five warrants are satisfied for traffic signal installation (See Figures 8, 9, and 10).

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst:	Mike Janecek			Intersection:	7th St. & 35th/VVD			
Agency/Co.:	McClure Engineering			Jurisdiction:	Moline, IL			
Date Performed:	10/20/2016			Analysis Year:	2036			
Analysis Time Period:	2036 PM Peak			Peak Hour Factor:				
Project Description:								
East/West Street: 35th Ave Plc / Valley View Dr.				North/South Street: 7th Street				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Northbound				Southbound			
Movement	1U	1	2	3	4U	4	5	6
	U	L	T	R	U	L	T	R
Volume (veh/h)		26	594	107		144	631	46
Percent Heavy Vehicles		5	0	0		5	0	0
Median Type	Undivided							
Storage	1							
RT Channelized			0					0
Lanes	1	2	1		1	2		0
Configuration	L	T	R		L	T		TR
Proportion Time Blocked								
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)	74	55	121	77	34	116		
Percent Heavy Vehicles	5			5	5	5		
Left-Turn Lane Storage								
Percent Grade (%)	1			1				
Flared Approach			N			N		
Storage			0			0		
Lanes	0	1	1	0	1	1		
Configuration	LT		R	LT		R		
Proportion Time Blocked								
Delay, Queue Length, and Level of Service								
Approach	Northbound	Southbound	Westbound		Eastbound			
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L	LT		R	LT		R
v (veh/h)	27	151	116		122	134		127
C (m) (veh/h)	864	453	134		305	124		670
v/c Ratio	0.03	0.33	0.87		0.40	1.08		0.19
95% Queue Length	0.10	1.44	5.57		1.85	7.74		0.69
Control Delay (s/veh)	9.3	16.9	108.3		24.5	172.4		11.6
Movement LOS	A	C	F		C	F		B
Approach Delay (s/veh)			65.3		94.2			
Approach LOS			F		F			

EXHIBIT 5

HCS 2010 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	<i>Permissive E/W Lefts</i>			Duration, h	0.25		
Analyst		Analysis Date	10/26/2016	Area Type	Other		
Jurisdiction		Time Period		PHF	0.92		
Urban Street	7th Street Moline, IL		Analysis Year	2016	Analysis Period	1 > 7:00	
Intersection	35th Avenue Place & Val...		File Name	Streets5.xus			
Project Description							



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46

Signal Information														
Cycle, s	72.0	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	No	Simult. Gap E/W	On	Green	4.3	1.2	26.6	10.0	9.9	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	2.0	2.0	2.0	2.0	2.0	0.0				
				Red	2.0	2.0	2.0	2.0	2.0	0.0				

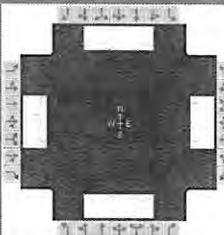
Traffic Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46
Initial Queue (Q _b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s ₀), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N _m), man/h		None			None			None			None	
Heavy Vehicles (P _{HV}), %	5	5	5	5	5	5	5	5	5	5	5	5
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N _b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Turn Bay Length, ft	40	300	115	115	300	115	115	300	115	115	300	115
Grade (Pg), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G _{max}) or Phase Split, s		14.0		14.0	16.0	14.0	30.0	28.0
Yellow Change Interval (Y), s		2.0		2.0	2.0	2.0	2.0	2.0
Red Clearance Interval (R _c), s		2.0		2.0	2.0	2.0	2.0	2.0
Minimum Green (G _{min}), s	10	10	10	10	10	10	10	10
Start-Up Lost Time (I _t), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Off	Off	Off	Off	Min	Off	Min
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (Walk), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Clearance Time (PC), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

HCS 2010 Signalized Intersection Results Summary

General Information					Intersection Information						
Agency					Duration, h	0.25					
Analyst				Analysis Date	10/26/2016		Area Type	Other			
Jurisdiction				Time Period				PHF	0.92		
Urban Street	7th Street Moline, IL			Analysis Year	2016		Analysis Period	1 > 7:00			
Intersection	35th Avenue Place & Val...			File Name	Streets5.xus						
Project Description											



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46

Signal Information				Signal Timing (s)									Signal Phases						
Cycle, s	72.0	Reference Phase	2	Green	4.3	1.2	26.6	10.0	9.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	2.0	2.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On																

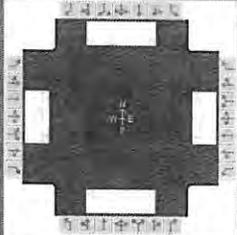
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		9.0		9.0	2.0	3.0	2.0	3.0
Phase Duration, s		14.0		13.9	8.3	30.6	13.6	35.8
Change Period, (Y+R _c), s		4.0		4.0	4.0	4.0	4.0	4.0
Max Allow Headway (MAH), s		3.2		3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s		7.4		6.7	3.1		8.2	
Green Extension Time (g _e), s		0.2		0.2	0.0	0.0	0.2	0.0
Phase Call Probability		1.00		0.99	0.43		0.96	
Max Out Probability		1.00		0.91	0.00		0.00	

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	80	60	132	84	37	126	28	646	116	157	686	50
Adjusted Saturation Flow Rate (s), veh/h/ln	1723	1810	1533	1723	1810	1533	1723	1723	1533	1723	1810	1533
Queue Service Time (g _s), s	3.0	2.1	5.4	3.2	1.3	4.7	1.1	10.5	2.9	6.2	9.4	1.0
Cycle Queue Clearance Time (g _c), s	3.0	2.1	5.4	3.2	1.3	4.7	1.1	10.5	2.9	6.2	9.4	1.0
Green Ratio (g/C)	0.14	0.14	0.20	0.14	0.14	0.27	0.06	0.37	0.51	0.13	0.44	0.58
Capacity (c), veh/h	238	250	304	238	250	415	103	1271	777	229	1598	889
Volume-to-Capacity Ratio (X)	0.338	0.239	0.433	0.352	0.148	0.304	0.273	0.508	0.150	0.684	0.429	0.056
Back of Queue (Q), ft/ln (50 th percentile)	31.5	23	49	32.8	14	41.4	12.1	105.1	33.4	66	93.8	11.6
Back of Queue (Q), veh/ln (50 th percentile)	1.2	0.9	1.9	1.3	0.5	1.6	0.5	4.0	1.3	2.5	3.6	0.4
Queue Storage Ratio (RQ) (50 th percentile)	0.79	0.08	0.43	0.29	0.05	0.36	0.11	0.35	0.29	0.57	0.31	0.10
Uniform Delay (d ₁), s/veh	28.0	27.6	25.3	28.1	27.3	20.9	32.3	17.7	9.5	29.8	13.8	6.6
Incremental Delay (d ₂), s/veh	0.3	0.2	0.4	0.3	0.1	0.2	0.5	1.5	0.4	1.4	0.8	0.1
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	28.3	27.8	25.7	28.5	27.4	21.0	32.9	19.1	9.9	31.1	14.7	6.7
Level of Service (LOS)	C	C	C	C	C	C	C	B	A	C	B	A
Approach Delay, s/veh / LOS	26.9	C		24.5	C		18.2	B		17.1	B	
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	3.0	C	3.0	C	2.4	B	2.4	B
Bicycle LOS Score / LOS	0.9	A	0.9	A	1.1	A	1.2	A

HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency				Duration, h	0.25		
Analyst				Analysis Date	10/26/2016		
Jurisdiction				Area Type	Other		
Urban Street	7th Street Moline, IL			PHF	0.92		
Intersection	35th Avenue Place & Val...			Analysis Year	2016		
Project Description				Analysis Period	1> 7:00		
				File Name	Streets5.xus		



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46

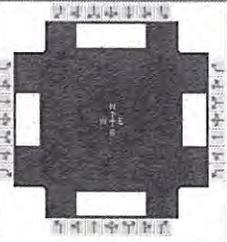
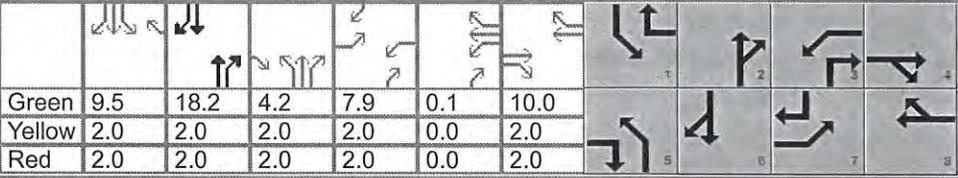
Signal Information				Signal Phases												
Cycle, s	72.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
				Green	4.3	1.2	26.6	10.0	9.9	0.0						
				Yellow	2.0	2.0	2.0	2.0	2.0	0.0						
				Red	2.0	2.0	2.0	2.0	2.0	0.0						

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicle Adjustment Factor (f_{HV})	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952
Approach Grade Adjustment Factor (f_g)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})		0.000			0.000			0.952	0.000		0.952	0.000
Right-Turn Adjustment Factor (f_{RT})		0.000			0.000			0.000			0.000	
Left-Turn Pedestrian Adjustment Factor (f_{LPB})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{RPB})			1.000			1.000			1.000			1.000
Movement Saturation Flow Rate (s), veh/h		1810			1810			1723	3445		1723	3619
Proportion of Vehicles Arriving on Green (P)	0.14	0.14	0.14	0.14	0.14	0.14	0.06	0.37	0.37	0.13	0.44	0.44
Incremental Delay Factor (k)	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.50	0.50	0.04	0.50	0.50

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		4.0		4.0	4.0	4.0	4.0	4.0
Green Ratio (g/C)		0.14		0.14	0.06	0.37	0.13	0.44
Permitted Saturation Flow Rate (s_p), veh/h/ln		1723		1723	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s		0.0		0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s		0.0		0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s		0.0		0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1533		1533		1533		1533
Protected Right Effective Green Time (g_R), s		4.3		9.6		9.9		10.0

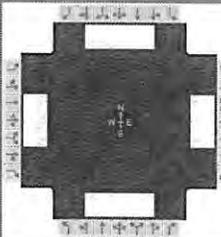
Multimodal	EB			WB			NB			SB		
Pedestrian F_w / F_v	2.224	0.00		2.224	0.00		1.710	0.00		1.710	0.00	
Pedestrian F_s / F_{delay}	0.000	0.132		0.000	0.149		0.000	0.107		0.000	0.097	
Pedestrian M_{corner} / M_{cw}												
Bicycle c_b / d_b	275.78	26.76			41.17		737.56	14.34		883.27	11.22	
Bicycle F_w / F_v	-3.64	0.45		-3.64	0.41		-3.64	0.65		-3.64	0.74	

HCS 2010 Signalized Intersection Input Data

General Information					Intersection Information											
Agency	<i>Protected E/W Lefts</i>				Duration, h	0.25										
Analyst		Analysis Date	10/26/2016		Area Type	Other										
Jurisdiction		Time Period			PHF	0.92										
Urban Street	7th Street Moline, IL		Analysis Year	2016	Analysis Period	1 > 7:00										
Intersection	35th Avenue Place & Val...		File Name	Streets4.xus												
Project Description																
Demand Information					EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R	
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46				
Signal Information																
Cycle, s	70.0	Reference Phase	2		Green	9.5	18.2	4.2	7.9	0.1	10.0					
Offset, s	0	Reference Point	End		Yellow	2.0	2.0	2.0	2.0	0.0	2.0					
Uncoordinated	No	Simult. Gap E/W	On		Red	2.0	2.0	2.0	2.0	0.0	2.0					
Force Mode	Fixed	Simult. Gap N/S	On													
Traffic Information					EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R	
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46				
Initial Queue (Q _b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0				
Base Saturation Flow Rate (s ₀), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900				
Parking (N _m), man/h	None			None			None			None						
Heavy Vehicles (P _{HV}), %	5	5	5	5	5	5	5	5	5	5	5	5				
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0				
Buses (N _b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0				
Arrival Type (AT)	3	3	3	3	3	3	3	3	3	3	3	3				
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
Lane Width (W), ft	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0				
Turn Bay Length, ft	40	300	115	115	300	115	115	300	115	115	300	115				
Grade (P _g), %	0			0			0			0						
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35				
Phase Information					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Maximum Green (G _{max}) or Phase Split, s	14.0		14.0		14.0		14.0		15.0		20.0					
Yellow Change Interval (Y), s	2.0		2.0		2.0		2.0		2.0		2.0					
Red Clearance Interval (R _c), s	2.0		2.0		2.0		2.0		2.0		2.0					
Minimum Green (G _{min}), s	10		10		10		10		10		10					
Start-Up Lost Time (lt), s	2.0		2.0		2.0		2.0		2.0		2.0					
Extension of Effective Green (e), s	2.0		2.0		2.0		2.0		2.0		2.0					
Passage (PT), s	2.0		2.0		2.0		2.0		2.0		2.0					
Recall Mode	Off		Off		Off		Off		Off		Min					
Dual Entry	No		Yes		No		Yes		No		Yes					
Walk (Walk), s	0.0		0.0		0.0		0.0		0.0		0.0					
Pedestrian Clearance Time (PC), s	0.0		0.0		0.0		0.0		0.0		0.0					
Multimodal Information					EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25	0	No	25	0	No	25	0	No	25				
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0				
Street Width / Island / Curb	0	0	No	0	0	No	0	0	No	0	0	No				
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0				
Pedestrian Signal / Occupied Parking	No		0.50		No		0.50		No		0.50					

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency				Duration, h	0.25		
Analyst				Analysis Date	10/26/2016		
Jurisdiction				Area Type	Other		
Urban Street	7th Street Moline, IL			Time Period	PHF 0.92		
Intersection	35th Avenue Place & Val...			Analysis Year	2016		
Project Description				Analysis Period	1> 7:00		
				File Name	Streets4.xus		



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46

Signal Information																								
Cycle, s	70.0	Reference Phase	2	Green	9.5	18.2	4.2	7.9	0.1	10.0	Yellow	2.0	2.0	2.0	2.0	0.0	2.0	Red	2.0	2.0	2.0	2.0	0.0	2.0
Offset, s	0	Reference Point	End	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On													

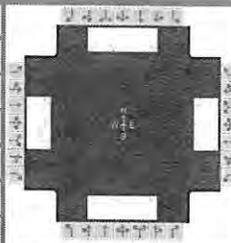
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	3.0
Phase Duration, s	11.9	14.0	12.0	14.1	8.2	30.4	13.5	35.7
Change Period, (Y+R _c), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (MAH), s	3.1	3.3	3.1	3.3	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	5.0	7.2	5.2	6.5	3.1		8.0	
Green Extension Time (g _e), s	0.0	0.4	0.0	0.4	1.3	0.0	0.2	0.0
Phase Call Probability	0.79	1.00	0.80	1.00	0.42		0.95	
Max Out Probability	0.07	0.36	0.09	0.20	0.17		0.00	

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	80	60	132	84	37	126	28	646	116	157	686	50
Adjusted Saturation Flow Rate (s), veh/h/ln	1723	1810	1533	1723	1810	1533	1723	1723	1533	1723	1810	1533
Queue Service Time (g _s), s	3.0	2.1	5.2	3.2	1.2	4.5	1.1	10.0	2.9	6.0	8.9	1.0
Cycle Queue Clearance Time (g _c), s	3.0	2.1	5.2	3.2	1.2	4.5	1.1	10.0	2.9	6.0	8.9	1.0
Green Ratio (g/C)	0.11	0.14	0.20	0.11	0.14	0.28	0.06	0.38	0.49	0.14	0.45	0.57
Capacity (c), veh/h	195	258	312	198	262	430	104	1301	755	234	1641	869
Volume-to-Capacity Ratio (X)	0.413	0.231	0.422	0.423	0.141	0.293	0.271	0.496	0.154	0.668	0.418	0.058
Back of Queue (Q), ft/ln (50 th percentile)	31.7	22.1	29	33	13.4	39.2	11.7	99.2	24.4	63.3	87.4	2.6
Back of Queue (Q), veh/ln (50 th percentile)	1.2	0.9	1.1	1.3	0.5	1.5	0.5	3.8	0.9	2.4	3.4	0.1
Queue Storage Ratio (RQ) (50 th percentile)	0.79	0.07	0.25	0.29	0.04	0.34	0.10	0.33	0.21	0.55	0.29	0.02
Uniform Delay (d ₁), s/veh	28.9	26.6	3.3	28.8	26.1	19.7	31.4	16.7	9.8	28.7	12.9	1.4
Incremental Delay (d ₂), s/veh	0.5	0.2	0.3	0.5	0.1	0.1	0.5	1.4	0.4	1.2	0.8	0.1
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	29.4	26.8	3.6	29.4	26.2	19.9	31.9	18.0	10.2	30.0	13.7	1.6
Level of Service (LOS)	C	C	A	C	C	B	C	B	B	C	B	A
Approach Delay, s/veh / LOS	16.3		B	24.0		C	17.4		B	15.9		B
Intersection Delay, s/veh / LOS	17.4						B					

Multimodal Results	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	3.0		C	3.0		C	2.4		B	2.4		B
Bicycle LOS Score / LOS	0.9		A	0.9		A	1.1		A	1.2		A

HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency				Duration, h	0.25		
Analyst				Analysis Date	10/26/2016		
Jurisdiction				Area Type	Other		
Urban Street	7th Street Moline, IL			PHF	0.92		
Intersection	35th Avenue Place & Val...			Analysis Year	2016		
Project Description				Analysis Period	1 > 7:00		
				File Name	Streets4.xus		



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	74	55	121	77	34	116	26	594	107	144	631	46

Signal Information				Signal Phases													
Cycle, s	70.0	Reference Phase	2														
Offset, s	0	Reference Point	End	Green	9.5	18.2	4.2	7.9	0.1	10.0	Green	9.5	18.2	4.2	7.9	0.1	10.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	2.0	2.0	2.0	2.0	0.0	2.0	Yellow	2.0	2.0	2.0	2.0	0.0	2.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	2.0	0.0	2.0	Red	2.0	2.0	2.0	2.0	0.0	2.0

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicle Adjustment Factor (f_{HV})	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952	0.952
Approach Grade Adjustment Factor (f_g)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000			0.000			0.000			0.000	
Left-Turn Pedestrian Adjustment Factor (f_{LPB})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{RPB})			1.000			1.000			1.000			1.000
Movement Saturation Flow Rate (s), veh/h	1723	1810		1723	1810		1723	3445		1723	3619	
Proportion of Vehicles Arriving on Green (P)	0.11	0.14	0.14	0.11	0.14	0.14	0.06	0.38	0.38	0.14	0.45	0.45
Incremental Delay Factor (k)	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.50	0.50	0.04	0.50	0.50

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Green Ratio (g/C)	0.11	0.14	0.11	0.14	0.06	0.38	0.14	0.45
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_i), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1533		1533		1533		1533
Protected Right Effective Green Time (g_R), s		4.2		9.5		8.0		7.9

Multimodal	EB			WB			NB			SB		
Pedestrian F_w / F_v	2.224	0.00		2.224	0.00		1.710	0.00		1.710	0.00	
Pedestrian F_s / F_{delay}	0.000	0.130		0.000	0.130		0.000	0.105		0.000	0.138	
Pedestrian M_{corner} / M_{cw}												
Bicycle c_b / d_b	285.65	25.72		289.33	25.61		755.51	13.55		120.80	30.90	
Bicycle F_w / F_v	-3.64	0.45		-3.64	0.41		-3.64	0.65		-3.64	0.74	

Signal Warrant Review Sheet

Intersection: 7th Street and Valley View Place/35th Avenue Place

Municipality: Moline, Illinois County: Rock Island

SRA ? Yes No Design Year 2036 Type of Count 24-hour

Speed limit of major route: 35 mph Isolated community with population < 10,000 ? Yes No

Number of lanes for major approach: 2 Number of lanes for minor approach: 1

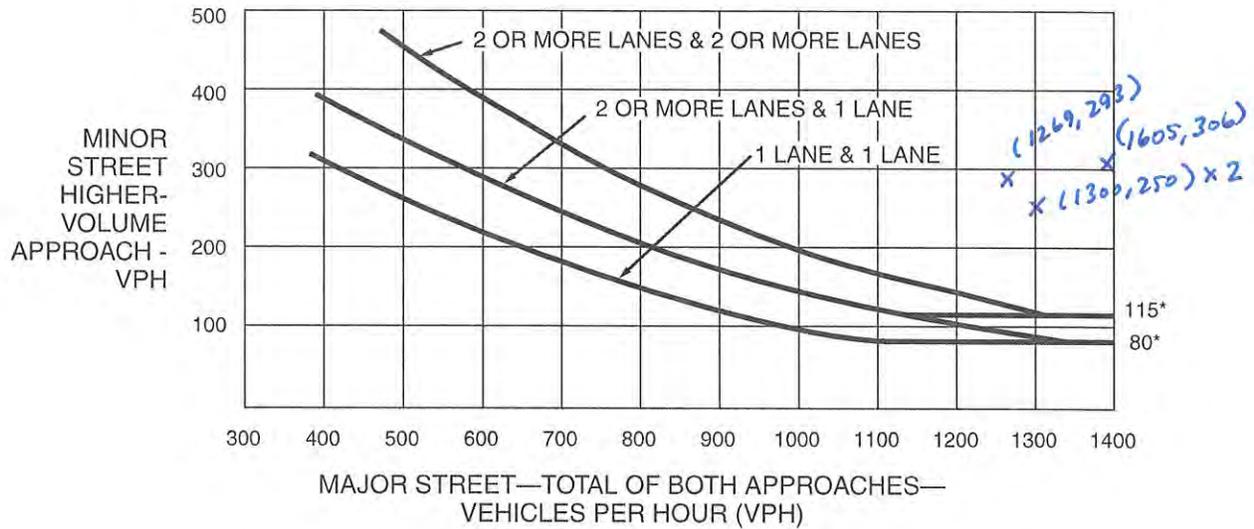
Hour	Veh / hr on major street (total of both approaches)	Veh / hr on minor street higher volume approach (one direction only)	Check any hours which meet the following warrants						Warrant Number	Requirement Satisfied ?
			Warrant 1A	Warrant 1B	Warrant 1D					
					Warrant 7CA	Warrant 7CB	Warrant 8			
2400	200	50							WARRANT 1 <input checked="" type="radio"/> Yes <input type="radio"/> No Eight-Hour Vehicular Volume	
100	100	25							WARRANT 2 <input checked="" type="radio"/> Yes <input type="radio"/> No Four-Hour Vehicular Volume	
200	100	25							WARRANT 3 <input checked="" type="radio"/> Yes <input type="radio"/> No Peak Hour	
300	150	35							WARRANT 4 <input type="radio"/> Yes <input checked="" type="radio"/> No Pedestrian Volume	
400	150	35							WARRANT 5 <input type="radio"/> Yes <input checked="" type="radio"/> No School Crossing	
500	350	80							WARRANT 6 <input type="radio"/> Yes <input checked="" type="radio"/> No Coordinated Signal System	
600	700	160	X		X				Total number of accidents: 9	
700	1269	293	X	X	X	X	X	X	Number of correctable accidents: Unknown	
800	1000	230	X	X	X	X	X	X	Were less restrictive remedies tried? Unknown	
900	900	150	X	X	X	X			Are volume requirements met? <input checked="" type="radio"/> Yes <input type="radio"/> No	
1000	900	150	X	X	X	X			WARRANT 7 <input checked="" type="radio"/> Yes <input type="radio"/> No Crash Experience	
1100	1000	175	X	X	X	X	X	X	WARRANT 8 <input checked="" type="radio"/> Yes <input type="radio"/> No Roadway Network	
1200	1200	200	X	X	X	X	X	X	WARRANT 9 <input type="radio"/> Yes <input checked="" type="radio"/> No Grade Crossing	
1300	1000	150	X	X	X	X	X	X	EXHIBIT 8	
1400	1100	175	X	X	X	X	X	X		
1500	1300	250	X	X	X	X	X	X		
1600	1605	306	X	X	X	X	X	X		
1700	1300	250	X	X	X	X	X	X		
1800	1100	225	X	X	X	X	X	X		
1900	1000	200	X	X	X	X	X	X		
2000	900	175	X	X	X	X	X	X		
2100	800	150	X		X	X	X			
2200	600	125			X					
2300	400	75								

Volume Requirements: Major
Minor

600	900	480	720	1000
150	75	120	60	XX

By: MWJ
Date: 10-26-16

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume

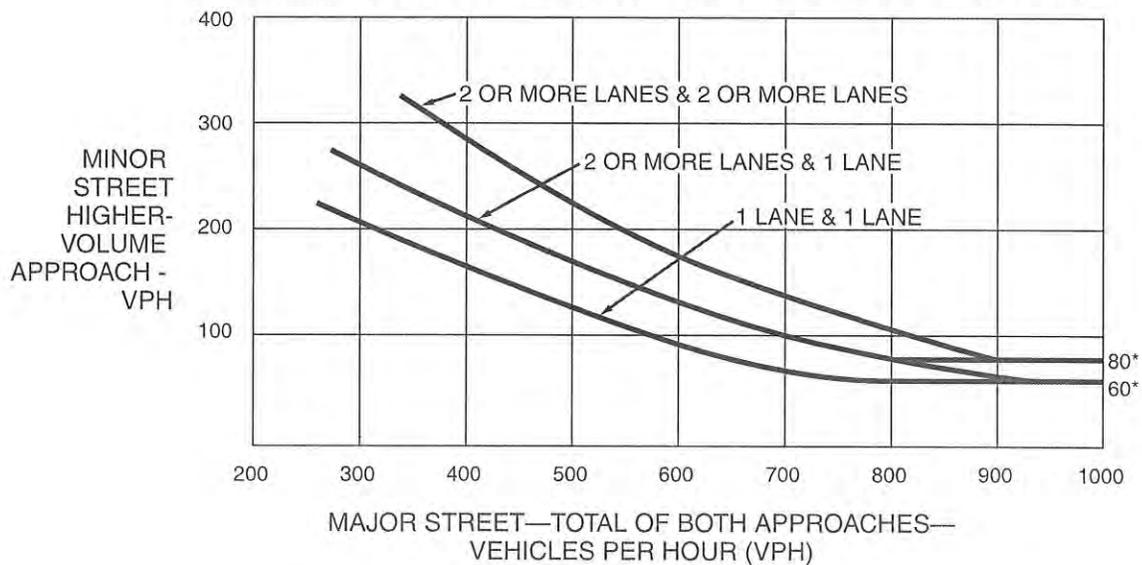


*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

EXHIBIT 9

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



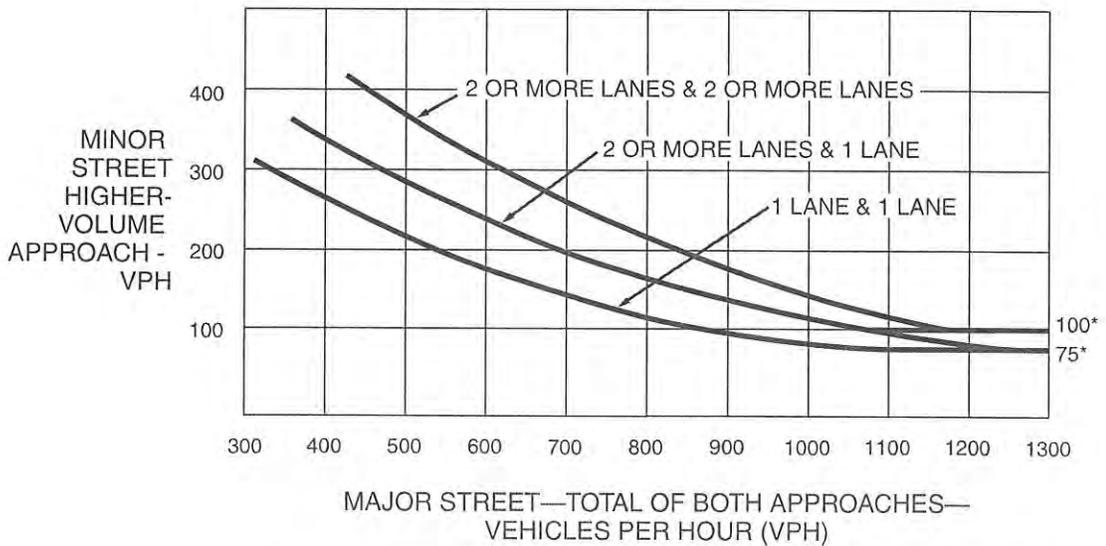
*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Summary and Recommendations

Based on the analysis presented in this study, it is our recommendation that the intersection of 7th Street and Valley View Place/35th Avenue Place be constructed as a signalized intersection. This is based on the fact that the unsignalized level of service (LOS) is unacceptable (F) for the eastbound and westbound movements. The signalized LOS is acceptable (A – C). The intersection is closer than typical to an existing signalized intersection (1100' minimum per IDOT and the intersections are approximately 800' apart), however, due to safety concerns (traffic and accident data), the signals are warranted.

In addition, it is recommended, but not required, to modify the existing auxiliary lanes for the eastbound and westbound movements to dedicated left turn lanes with shared left/through lanes in both directions (see Figure 11). The level of service would be improved and the safety of the intersection would be improved by adding protected lefts instead of permissive lefts for eastbound and westbound traffic. Left turn lanes are recommended for peak hour turning movements of 75 vph or more. Right turning movements are recommended for peak hour turning movements of 150 vph or more. The projected left turn movements are both approximately 75 vph and the projected right turning movements are significantly less than 150 vph. All north/south auxiliary lanes are acceptable as constructed.

There exists a possible conflict due to existing geometrics if both eastbound and westbound lefts are done at the same time as part of a protected phase (See Figure 11). This will need to be investigated further to verify this fact as part of the final design phase for the signalized intersection. If this is indeed true, the phasing will need to be modified to separate eastbound and westbound traffic.

Advanced warning was investigated for southbound traffic heading towards the intersection. Based on site distance, it is not required (See Figure 12). The City may choose to install this anyway for safety purposes if it deems this necessary.

The intersection was also evaluated for possibly interconnecting signals to the existing signalized intersection at John Deere Road and 7th Street. The interconnect is not warranted because this is the minor leg of the existing intersection, but it could be done if requested by the City. It is the opinion of the Engineer that it is not necessary and the new signalized intersection would function well as an actuated signalized intersection with the north/south through movement having the priority and the rest of the movements being triggered as cars arrive and wait their turn.

Something that should be noted regarding the location of this intersection is that the approach gradients of the intersection, both on the northbound and the southbound legs, is steeper than desired. According to the IDOT Bureau of Design and Environment Manual, Section 36-1.06(a), intersection gradients should be less than 3% on State highways. It is recommended that if gradients are 3% or steeper, there should be changes to the design parameters to produce operating conditions that closer resemble operation on a level intersection approach. Such modifications could include revisions to allow for additional stopping sight distances and deceleration lengths.

The northbound and southbound legs of the intersection have gradients greater than 3% and as much as 8% in some areas south on 7th Street. During times of inclement weather, these roadway gradients could cause issues with stopping for vehicles on the southbound leg, increasing the length that would be needed to come to a full stop at the intersection. For the northbound traffic, conditions could cause issues with vehicles getting started up the hill when the light turns green. These conditions will require the motorists using the intersection to use care in conditions where ice and snowy conditions impact the proper use of the intersection.



**REQUEST FOR BID FOR LED LIGHT PROJECT FOR THE CITY OF MOLINE
PUBLIC WORKS DEPARTMENT, 2016 BUDGET**

Total Cost: \$ 222,799.00
Delivery date: Various
Disposal Cost: \$ 3500.00
Optional Bid: \$ 86,651

The undersigned certified that he/she is a representative of the company shown below and as such representative is authorized to submit this bid on their behalf.

Federal Tax Identification Number: 42-0642820
Company: Republic Electric Company
Address: 737 Charlotte Street
City/State/Zip: Davenport, IA 52803
Telephone Number: 563-322-6204 Fax Number: 563-383-0550
Authorized Signature: Joseph Gassman
Name/Title: Joseph Gassman / Controller
Date: 10-26-16



**CITY OF MOLINE
BID TABULATION**

Project: LED Lighting Project
 Date: October 31, 2016
 Time: 1:00 PM

Bidder: Miller Lighting Products, Phoenix, Arizona

ITEM NO.	DESCRIPTION	AMOUNT
1	Provide all necessary bulbs and fixtures per specifications for LED Light Project to be performed in house.	\$274,521.73
2	Cost to dispose	\$3,500.00
	Option 1 Replacement bulbs and fixtures per specifications for City	NOT BID
3	parking ramps	
	TOTAL	\$278,021.73

Bidder: LED Lighting Wholesale, Kalamazoo, Michigan

ITEM NO.	DESCRIPTION	AMOUNT
1	Provide all necessary bulbs and fixtures per specifications for LED Light Project to be performed in house.	\$231,981.01
2	Cost to Dispose of bulbs and fixtures	NOT BID
	Option 1 Replacement bulbs and fixtures per specifications for City	NOT BID
3	parking ramps	
	TOTAL	\$231,981.01

Bidder: Republic Electric Company, Davenport, Iowa

ITEM NO.	DESCRIPTION	AMOUNT
1	Provide all necessary bulbs and fixtures per specifications for LED Light Project to be performed in house.	\$222,799.00
2	Cost to dispose	\$3,500.00
	Option 1 Replacement bulbs and fixtures per specifications for City	\$86,651.00
3	parking ramps	
	TOTAL	\$312,950.00

Bidder: LED Lighting, Inc., Buffalo Grove, Illinois

Incomplete Bid - Ineligible

ITEM NO.	DESCRIPTION	AMOUNT
1	Provide all necessary bulbs and fixtures per specifications for LED Light Project to be performed in house.	INCOMPLETE
2	Cost to dispose	NOT BID
	Option 1 Replacement bulbs and fixtures per specifications for City	NOT BID
3	parking ramps	
	TOTAL	\$0.00



QUOTATION

737 Charlotte Street
 Davenport, Iowa 52803
 Tel: 563-322-6204
 Fax: 563-322-0352
 Toll Free 1-800-397-6204

Project Name: CITY OF MOLINE

Quote #: 102716CM

Company: CITY OF MOLINE
Name:

Date: 10/31/16
Prepared by: Angie Smutzer
 Lighting Specialist

THE FOLLOWING IS OUR INTERPRETATION OF THE NECESSARY MATERIALS.

Qty	Type	MFG	Description	Unit	Price	Total
66	F1	RAB	RAIL150NW	EA	\$ 253.00	\$ 16,698.00
54	F2	HUBBELL	LLHV 4 40 U W ST ED U	EA	\$ 444.00	\$ 23,976.00
113	F3	HUBBELL	LCL8 40 HL EU	EA	\$ 192.00	\$ 21,696.00
383	F4	HUBBELL	LAW4 40 ML EU	EA	\$ 76.00	\$ 29,108.00
41	F5	HUBBELL	LCL4 40 ML EDU	EA	\$ 81.00	\$ 3,321.00
409	F6	HUBBELL	LCAT24 40 HL G EDU	EA	\$ 93.00	\$ 38,037.00
27	F7	HUBBELL	LCAT22 40 ML G EU	EA	\$ 84.00	\$ 2,268.00
45	F8	MAXLITE	APL 13W 6T GX23 2 40K	EA	\$ 12.00	\$ 540.00
5	F9	HUBBELL	RLC6LED8 120 6LCLED9	EA	\$ 210.00	\$ 1,050.00



QUOTATION

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 Toll Free 1-800-397-6204

Project Name: CITY OF MOLINE **Quote #: 102716CM**

Company: CITY OF MOLINE
Name:

Date: 10/31/16
Prepared by: Angie Smutzer
 Lighting Specialist

THE FOLLOWING IS OUR INTERPRETATION OF THE NECESSARY MATERIALS.

Qty	Type	MFG	Description	Unit	Price	Total
3	F10	HUBBELL	FLL 28L	EA	\$ 271.00	\$ 813.00
4478	F11	SATCO	S9777	EA	\$ 8.00	\$ 35,824.00
85	F12	MAXLITE	APL 20W 10T G24Q 40K	EA	\$ 16.00	\$ 1,360.00
60	F13	MAXLITE	APL13W 6T G24Q 40K	EA	\$ 12.00	\$ 720.00
7	F14	MAXLITE	WPCL55AU50B	EA	\$ 161.00	\$ 1,127.00
22	F15	MAXLITE	BF30AUDT50B	EA	\$ 98.00	\$ 2,156.00
8	F16	HUBBELL	WGH 110L 4K U M PBT1	EA	\$ 205.00	\$ 1,640.00
20	F17	HUBBELL	LNC 9L1 4K 3 1 PC	EA	\$ 126.00	\$ 2,520.00
225	F18	SATCO	S9838	EA	\$ 3.00	\$ 675.00



QUOTATION

737 Charlotte Street
 Davenport, Iowa 52803
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 Toll Free 1-800-397-6204

Project Name: CITY OF MOLINE **Quote #: 102716CM**

Company: CITY OF MOLINE
Name:

Date: 10/31/16
Prepared by: Angie Smutzer
 Lighting Specialist

THE FOLLOWING IS OUR INTERPRETATION OF THE NECESSARY MATERIALS.

Qty	Type	MFG	Description	Unit	Price	Total
62	F19	HUBBELL	LAW4 40ML EDU	EA	\$ 76.00	\$ 4,712.00
10	F20	SATCO	S9622	EA	\$ 7.00	\$ 70.00
23	F21	SATCO	S9636	EA	\$ 9.00	\$ 207.00
2	F22	HUBBELL	LCL2 40 ML EU	EA	\$ 77.00	\$ 154.00
120	F23	ILP	WTZ 30WLED UNIV 40 RAFL	EA	\$ 122.00	\$ 14,640.00
3	F24	RAB	SMSBULLET2X12NA	EA	\$ 153.00	\$ 459.00
12	F25	MAXLITE	WPL40AU50BPC12	EA	\$ 146.00	\$ 1,752.00
21	F26	HUBBELL	LCL8 40 ML EDU		\$ 168.00	\$ 3,528.00
27	F27	HUBBELL	LAW4 40 ML EDU	EA	\$ 76.00	\$ 2,052.00



QUOTATION

737 Charlotte Street
 Davenport, Iowa 52803
 Tel: 563-322-6204
 Fax: 563-322-0352
 Toll Free 1-800-397-6204

Project Name: CITY OF MOLINE

Quote #: 102716CM

Company: CITY OF MOLINE
Name:

Date: 10/31/16
Prepared by: Angie Smutzer
 Lighting Specialist

THE FOLLOWING IS OUR INTERPRETATION OF THE NECESSARY MATERIALS.

Qty	Type	MFG	Description	Unit	Price	Total
2	F28	ILP	SQ2 22WLED UNIV 40	EA	\$ 77.00	\$ 154.00
6	F29	MAXLITE	JJ12A150GW0	EA	\$ 57.00	\$ 342.00
2	F30	HUBBELL	WGH 225L 4K U L PBT 1	EA	\$ 261.00	\$ 522.00
28	F31	ILP	GH24 190WFRL	EA	\$ 289.00	\$ 8,092.00
3	F32	SATCO	S8952	EA	\$ 6.00	\$ 18.00
22	F33	HUBBELL	LAW2 40 ML EDU	EA	\$ 73.00	\$ 1,606.00
3	F34	HUBBELL	LNC5L U 5K 3 PC	EA	\$ 106.00	\$ 318.00
4	F35	HUBBELL	FSL 7 PC1	EA	\$ 161.00	\$ 644.00
				EA		



QUOTATION

737 Charlotte Street
 Davenport, Iowa 52803
 Tel: 563-322-6204
 Fax: 563-322-0352
 Toll Free 1-800-397-6204

Project Name: CITY OF MOLINE

Quote #: 102716CM

Company: CITY OF MOLINE
Name:

Date: 10/31/16
Prepared by: Angie Smutzer
 Lighting Specialist

THE FOLLOWING IS OUR INTERPRETATION OF THE NECESSARY MATERIALS.

Qty	Type	MFG	Description	Unit	Price	Total
Total						\$ 222,799.00

1. Pricing is based on a complete package and cannot be separated without prior approval from Republic.
2. All fixtures are quoted with lamps unless noted otherwise.
3. All fixtures are quoted FOB Shipping Point, Freight Prepaid & Allowed, unless otherwise noted.
4. All items quoted are subject to manufacturer's published terms and conditions (terms and conditions are subject to change without notice).
5. Prices do not include accessories, stems, mounting hardware or bar hangers unless specifically stated.
6. Standard finish and color supplied unless noted.
7. **Fixture quantities are for estimate purposes only and do not constitute a guaranteed bill of material.**
8. All material is quoted subject to final review and approval of the specifier and/or owner.
9. **This quotation is valid for acceptance within thirty (30) days and for shipment within ninety (90) days from date of quote.**
10. **The customer is responsible for the freight charges on the anchor bolts and templates, when they are shipped shipped prior to the light poles.**

	A	B	C	D	E	F
1	BID OPENING FOR: PD Camera upgrade					
2	DATE:	9/14/2016				
3	TIME:	4:00pm				
4	LOCATION:	619 16th Street, COW				
5	ATTENDING:	NATE SCOTT - IT				
6						
7	VENDOR NAME	cost	proposal summary	equipment specs met	all RFP required docs/formatting present?	notes
8	Communications Engineering Company (CEC) 6230 North Brady St. Davenport, IA 52806	\$18,877.00	Booking: Arecont AV-12176 (4-lens omni-dome); Outdoor: Axis Q6044-E PTZ		no required RFP forms or electronic copy	
9	RACOM CORPORATION 1515 46th Avenue Moline, IL	\$9,047.60	Booking: AXIS M3007-PV - INDOOR 360 DEGREE 5MP Outdoor: AXIS P3707-PE, all mounts, licenses, media converters, and removal of old equipment included	not by Mega-pixel requirements	y	
10	TriCity Electric 6225 N. Brady St. Davenport, IA 52806	\$13,155.00	Booking: OnCam Grandeye 05 indoor; Outdoor: Vivotek 360 outdoor w/ mounts, etc.; 4 licenses, media converters, lifts and materials for install	y	y	

	A	B	C	D	E	F
11	REFERENCE AVS 1120 E. Kimberly Rd. Davenport, IA 52807	\$19,822.00	Booking: Replace existing camera in booking room with a 5MP 360 view camera (Vivotek VIVFE-9181H); Outdoor: Install 3 new 12 MP 360 view cameras (Vivotek VIVFE-8391V). Replacing the existing analog PTZ cameras on the NE, SW and SE corners of the building. 3 MM Fiber to gigabit UTP media converter with POE+ 3 Gigabit to MM Fiber media converter (TX). Provide 4 additional Milestone XP enterprise camera licenses.	y	y	
12	Johnson Controls Building Efficiency 1351 60th Street NE Cedar Rapids, IA 52402	\$11,992.00	Booking: (1) ONCAM Indoor 5 MP camera; Outdoor: (3) ONCAM 12MP cameras, mounting hardware, Milestone Enterprise camera licenses, programming and necessary hardware & cabling for a fully functional system.	y	y	
13	J.J. Advantage Security P.O. Box 50 Manhattan, IL 60442-1452 (708) 362-8001	\$15,767.11	Booking: Axis 5-MP Network Dome Camera; Outdoor: AXIS 2-MP P5635-E PTZ	not by Mega-pixel requirements	notary?	



Johnson Controls, Inc.
Building Efficiency
1351 60th Street NE
Cedar Rapids, IA 52402
Tel. (319) 395-5720
FAX: (319) 393-3247

September 13, 2016

ATTN: Estimating Department

RE: City of Moline PD-Camera upgrade

We are pleased to quote the following for your consideration and approval. Johnson Controls proposes to provide required labor, equipment and parts to perform the scope of work listed below. If any additional parts are found to be deficient, a separate quote for repairs will be offered for the owner's approval prior to proceeding.

Scope of Work

JCI will provide engineering, devices and checkout as required at the above referenced facility and will provide:

General Notes

- Installation and installation material to be furnished by JCI:
 - Labor and installation material to install new cameras and programming.
 - Labor and installation material for all necessary AC power.
- JCI has included labor for installation of:
 - JCI will provide labor to terminate panel hardware.
 - JCI will provide labor to program, test and train on system operation/administration.
- JCI has included labor and/or material for installation of:
 - Cabling and associated material.
 - Installation of cabling and field devices.

Engineering and Material

JCI will furnish all material as shown below. JCI will furnish engineered drawings and installation instructions for the field devices to be connected to the existing Milestone Video Management System.

JCI will furnish the following: (1) ONCAM Indoor 5 MP camera, (3) ONCAM Outdoor 12MP cameras, mounting hardware, Milestone Enterprise camera licenses, programming and necessary hardware & cabling for a fully functional system.

Total price for scope of work:..... **\$11,992.00**

Price excludes applicable state or local taxes and is offered in accordance with Johnson Controls' standard terms and conditions.

Quote valid for 60 days.

We thank you again for this opportunity to be of service to you and for your confidence in allowing Johnson Controls to provide your Security maintenance, repair and replacement needs. We hope that this proposal meets with your approval. If you have any questions related to this retrofit or proposal, please don't hesitate to contact me at 319-533-5188.

Johnson Controls, Inc.

Purchaser – Company Name

Signature

Name: _____
Title: _____
Date: _____
PO #: _____

Rich Nichols

Signature

Name: Rich Nichols
Title: Account Executive

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS: Project Payment Terms**

JCI may invoice purchaser monthly for all materials delivered to the job or off-site storage and work performed. Fifty (50%) will be invoiced up front. Purchaser agrees to pay JCI the amount invoiced upon receipt. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For

JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Johnson Controls, Inc.
Building Efficiency
1351 60th Street NE
Cedar Rapids, IA 52402
Tel. (319) 395-5720
FAX: (319) 393-3247

October 25, 2016

ATTN: Estimating Department

RE: City of Moline PD-Camera upgrade additions

We are pleased to quote the following for your consideration and approval. Johnson Controls proposes to provide required labor, equipment and parts to perform the scope of work listed below. If any additional parts are found to be deficient, a separate quote for repairs will be offered for the owner's approval prior to proceeding.

Scope of Work

JCI will provide engineering, devices and checkout as required at the above referenced facility and will provide:

General Notes

- Installation and installation material to be furnished by JCI:
 - Labor and installation material to install new cameras and programming.
 - Labor and installation material for all necessary AC power.
- JCI has included labor for installation of:
 - JCI will provide labor to terminate panel hardware.
 - JCI will provide labor to program, test and train on system operation/administration.
- JCI has included labor and/or material for installation of:
 - Cabling and associated material.
 - Installation of cabling and field devices.

Engineering and Material

JCI will furnish all material as shown below. JCI will furnish installation instructions for the field devices to be connected to the existing Milestone Video Management System.

JCI will furnish the following: (1) ONCAM Indoor 5 MP camera, mounting hardware, Milestone Enterprise camera license, programming and necessary hardware & cabling for a fully functional system.

In addition, JCI will:

- Relocate existing encoders
- Install RG59 cabling to extend existing cameras
- Install Category 6 to extend camera network to basement
- Remove Pelco equipment
- Relocate camera cabling to data rack on 1st floor

This additional work would require some down time and would have to be scheduled accordingly.

If POE switch gear is necessary, this will be provided by the City of Moline.

Total price for scope of work:..... **\$ 5,601.00**

Price excludes applicable state or local taxes and is offered in accordance with Johnson Controls' standard terms and conditions.

Quote valid for 30 days.

We thank you again for this opportunity to be of service to you and for your confidence in allowing Johnson Controls to provide your Security maintenance, repair and replacement needs. We hope that this proposal meets with your approval. If you have any questions related to this retrofit or proposal, please don't hesitate to contact me at 319-533-5188.

Johnson Controls, Inc.

Purchaser – Company Name

Signature

Name: _____
Title: _____
Date: _____
PO #: _____

Rich Nichols

Signature

Name: Rich Nichols
Title: Account Executive

by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS: Project Payment Terms**

JCI may invoice purchaser monthly for all materials delivered to the job or off-site storage and work performed. Fifty (50%) will be invoiced up front. Purchaser agrees to pay JCI the amount invoiced upon receipt. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For

equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

QUOTE CONFIRMATION



DEAR NATE SCOTT,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HMGV906	11/2/2016	MICROSOFT OFFICE	4075578	\$60,189.58

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office Professional Plus 2016 - license Mfg. Part#: 79P-05582 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	35	3845745	\$314.45	\$11,005.75
Microsoft Office Standard 2016 - license Mfg. Part#: 021-10559 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Illinois Microsoft M+D products (CMS6945110)	213	3845732	\$230.91	\$49,183.83

PURCHASER BILLING INFO		SUBTOTAL	\$60,189.58
Billing Address: CITY OF MOLINE IT DEPT 619 16TH ST MOLINE, IL 61265-2121 Phone: (309) 797-0745 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$60,189.58
		DELIVER TO	
Shipping Address: CITY OF MOLINE IT DEPT 619 16TH ST MOLINE, IL 61265-2121 Phone: (309) 797-0745 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Sachaschik

(866) 339-5849

johnsac@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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STATE OF ILLINOIS

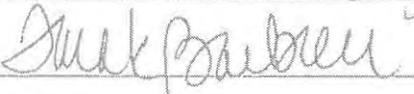
CONTRACT

Illinois Department of Central Management Services (CMS)

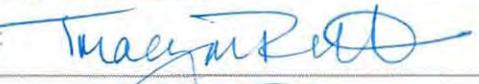
Microsoft Large Account Reseller

CMS6945110

VENDOR

Vendor Name: CDW Government, LLC	Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061
Signature: 	Phone: 312.547.2993
Printed Name: Tara K Barbieri	Fax: 312.752.3910
Title: Director, Program Sales	Email: tarabar@cdwg.com
Date: 29 September, 2015	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: 312-814-6886
City, State ZIP: Chicago, IL 60601	
Official Signature: 	Date: 10/21/15
Printed Name: Tom Tyrrell	
Official's Title: Director	
By: Signature: 	Date: 10/21/15
By: Printed Name: Tracy Rutter	
By: Title: BOSS - COO	

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** The Illinois Department of Central Management Services (CMS) requires the services of a Microsoft certified Large Account Reseller (LAR) to provide products and services available under the Microsoft Select Plus, Enterprise, and Premier Support Agreements. Additionally, the State requires value added services such as reporting, on-line tracking, etc.

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Central Management (CMS) is executing a statewide master contract with a single Microsoft certified reseller for the purchase of software products, software assurance, support and premier services available via the State's Microsoft Select Plus, Enterprise, and Premier Support Agreements. This contract is available to all state agencies, boards, commissions and educational institutions to purchase software products, software assurance, support and premier services on an as needed, if needed basis. In addition, all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by the State's Procurement Code and Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier Support Agreement, and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier, Select Plus and Enterprise Agreements.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the Buyer receives proper credit for all purchases of Microsoft software products against the Microsoft Select Plus and Enterprise Agreements. Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the Buyer receives appropriate credit for all Microsoft Select Plus and Enterprise software product purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Central Management Services.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.2.1 The Vendor, at no cost, must have in place a purchase tracking system, which will include an accurate inventory record of all purchases under this Contract, and must also have the capability of

keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by each State of Illinois agency, board, commission, county and municipality. Vendor shall work with the State of Illinois, Microsoft, subsequent software vendors and hardware computer vendors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. Details on how licenses are to be tracked and managed under the contract will be determined by the State of Illinois. The foregoing information shall be made available upon request and at no cost.

1.2.2 Vendor shall, within 60 days of the execution of the contract, make available an Internet website dedicated to the State of Illinois for this contract. Vendor shall post current State of Illinois Contract pricing to the website and shall ensure posted pricing is current for the duration of the contract. Throughout the contract period, Vendor shall be responsible for updating website pricing and product content within two weeks of receipt of updated product pricing information from Microsoft.

1.2.3 Vendor shall be responsible for providing training, at purchasing entity's request and at no cost to the purchasing entity, on the use of the Microsoft Volume Licensing System website, as well as the overall structure of the State's Select Plus, Premier and Enterprise Agreements.

1.2.4 Vendor must be authorized by Microsoft to resell and deliver Microsoft brand software products, software assurance, support and premier services throughout the term of this Contract.

1.3 MILESTONES AND DELIVERABLES: N/A

1.4 VENDOR / STAFF SPECIFICATIONS: Vendor shall be authorized by Microsoft to resell Microsoft brand software products, software assurance, support and premier services and must have the ability to resell and deliver products and services to the customer on behalf of the manufacturer.

1.5 TRANSPORTATION AND DELIVERY: Transportation and delivery shall be as stated on each individual order. The State prefers electronic delivery of licenses. Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- 1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).
- 1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing in the format shown below, is based on the terms and conditions set forth in section 1 of this Contract.

Percentage discount to be applied to the Microsoft published ERP pricing level D for purchases placed against both the Select Plus and Enterprise Agreements.

Software/Software Assurance Purchases		
Description	Discount	
Select Plus Agreement	21.19%	
Enterprise Agreement	17.58%	

Percentage mark up to be applied to purchases of premier Support Services.

Premier Support		
Description		Mark Up
Premier Support		3.5%

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Pricing/Discount Percentage/Mark Up Percentage as shown in Tables in Section 2.1.1.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency/University Formula for Determining Renewal Compensation: N/A.

2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$N/A without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: The initial term of this contract shall begin upon execution by the State or October 1, 2015 (whichever is later), and expire on September 30, 2019.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: None

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 4.1.6.2 Vendor shall invoice upon delivery of each order.

Send invoices to:

Agency/University:	Per Order
Attn:	Per Order
Address:	Per Order
City, State Zip	Per Order

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in the SOW giving rise to such work for hire.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Further, except for Vendor's indemnification obligations and any damage to person (including death) or property, Vendor's liability for any other damages shall not exceed \$1 million.
- 4.11 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance. The State shall be included as additionally insured under general liability insurance and evidenced on the Certificate. Insurance may not be modified or canceled until Vendor provides at least 30 days' notice to the State. Vendor shall provide (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-

owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor

performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
- 4.27.1 The procuring Agency and the State do not waive sovereign immunity;
 - 4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
 - 4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
 - 4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
 - 4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
 - 4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
 - 4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

[Click here to enter text.](#)

- Required Federal Clauses, Certifications and Assurances

Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

[Click here to enter text.](#)

- Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

- Other (describe)

6. STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as

being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: CDW Government LLC

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

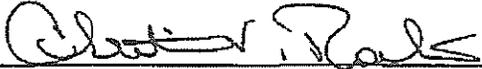
or

Employer Identification Number: 36-3310735

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Christina V. Rother, President

Signature of Authorized Representative: 

Date: September 4, 2015

Vendor Registration: View Form



Business Name: CDW GOVERNMENT LLC

Main General Info Public Profile Users Commodity Codes Contacts & Owners

Comments Reviews Certifications Site Visits Registrations

[Return to Main Form](#)

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	9/14/2015
Status	Accepted
Business Name	CDW GOVERNMENT LLC
Point of Contact	<u>YOLANDA BLOMQUIST</u>
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
Parent Form 10K (PDF, 1.17 MB)	Attached by YOLANDA BLOMQUIST on 9/14/2015
Parent Form (PDF, 787.19 KB)	

C. Instrument of Ownership or Beneficial Interest

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.59 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

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**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This disclosure is submitted for : CDW LLC (parent to CDW Government LLC)

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW LLC (parent to CDW Government LLC)
Disclosing Entity's Parent Entity	CDW Corporation
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Limited Liability Company

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

- Option 5 – Not-for-Profit Entities
 - Complete Step 2, Option B.

- Option 6 – Sole Proprietorships
 - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
CDW Corporation	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

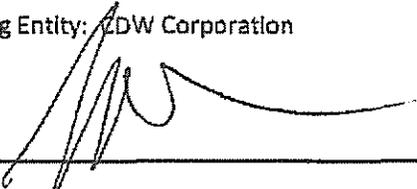
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature: 

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This disclosure is submitted for : CDW Coporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/Unlversity will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

****Please note that all revenue for CDW Government LLC and its affiliates is aggregated, and the reporting is done solely through CDW Government's ultimate parent company, CDW Corporation. The 10-K can be found here:**

<http://investor.cdw.com/financials.cfm>

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

- Option 5 – Not-for-Profit Entities
 - Complete Step 2, Option B.

- Option 6 – Sole Proprietorships
 - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature: _____

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE EFFORT TO
ESTABLISH A CONSOLIDATED PUBLIC SAFETY ANSWERING POINT (“PSAP”)
BETWEEN AND AMONG CITY OF MOLINE, CITY OF EAST MOLINE,
VILLAGE OF MILAN AND CITY OF SILVIS**

WHEREAS, the CITY OF MOLINE, ILLINOIS (hereinafter “Moline”), the CITY OF EAST MOLINE, ILLINOIS (hereinafter “East Moline”), the VILLAGE OF MILAN, ILLINOIS (hereinafter “Milan”), and the CITY OF SILVIS, ILLINOIS (hereinafter “Silvis”) are municipal corporations organized pursuant to Art. VII of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, Public Act 99-0006, signed on July 2, 2015, amended the Emergency Telephone Systems Act, 50 ILCS 750/1 *et seq.* (“the Act”), to consolidate and upgrade 9-1-1 systems; and

WHEREAS, as a result of the Act, the number of PSAPs in a county must be reduced; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits public agencies to exercise, combine, transfer, and enjoy jointly any powers, privileges, functions or authority they may have except where expressly prohibited by law; and

WHEREAS, Moline, East Moline and Milan have been directed by their respective governing bodies to work together to implement a consolidated PSAP; and

WHEREAS, Silvis has participated in discussions as to joining the consolidated PSAP with the three other communities.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Moline, by and through its Mayor; East Moline, by and through its Mayor; Milan, by and through its Mayor; and Silvis, by and through its Mayor, hereby agree as follows:

1. The parties to this agreement agree to work cooperatively to establish a consolidated PSAP in accordance with the Act.
2. Before a consolidated PSAP can be established, the parties understand and agree that certain steps need to be taken. All parties to this agreement agree to participate as a partner in the proposed intergovernmental cooperative venture to establish a consolidated PSAP that will be considered to be a “public safety agency” as defined by the Act.
3. In order to establish a consolidated PSAP, a feasibility study needs to be performed to determine staffing levels needed and to determine the proportional share of costs to be allocated among the parties based on call volume. The parties

agree to share the cost of the feasibility study based on each party's pro rata share as to be determined by the study.

4. All other costs of implementation shall also be shared pro rata as determined by the feasibility study.
5. Each municipality electing to participate in this joint consolidated PSAP shall provide input and information necessary to establish a consolidated PSAP. Such input and information shall be provided in a timely manner.
6. The parties agree to begin discussions with their respective bargaining units that will be affected by this joint venture.
7. The parties agree to proceed with establishing the administrative and operational framework to implement an intergovernmental cooperative venture for the operation and maintenance of a centralized and combined PSAP.
8. The parties agree that the consolidated PSAP will be located on the 3rd floor of the Milan Municipal Building in Milan.
9. The parties agree that this agreement shall relate solely each to the other, and shall not be in benefit of any third party, nor shall it be construed as a practice or procedure available to any other person or entity excepting the parties herein, and **said agreement must be executed by the parties by December 1, 2016, or they will not be considered to be parties to this agreement or the intergovernmental cooperative venture so described herein.**
10. Should any party wish to terminate its participation in the establishment of a consolidated PSAP, it may do so upon thirty (30) days written notice to all of the parties and upon payment of all outstanding costs incurred to date along with any consequential costs resulting from termination of the Agreement, such as equipment costs and administrative costs that were incurred in anticipation of the participation of the terminating party, up to the time of termination.
11. This agreement shall remain in full force and effect until replaced by the agreement actually establishing the consolidated PSAP or terminated by written agreement of all of the parties.
12. This instrument contains the entire agreement between Moline, East Moline, Milan, and Silvis with respect to the transaction contemplated in this agreement. The parties agree there are no other terms or conditions of this agreement, either oral or written, other than those stated herein.

TO EVIDENCE THIS AGREEMENT, the parties have executed this agreement on the dates set opposite their respective signatures below.

CITY OF MOLINE, ILLINOIS

By _____
Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Date: _____, 2016

CITY OF EAST MOLINE, ILLINOIS

By _____
John Thodos, Mayor

Attest: _____
Arletta Holmes, City Clerk

Date: _____, 2016

VILLAGE OF MILAN, ILLINOIS

By _____
Duane Dawson, Mayor

Attest: _____
Barbara L. Lee, Village Clerk

Date: _____, 2016

CITY OF SILVIS, ILLINOIS

By _____
Tom Conrad, Mayor

Attest: _____
Jim Nelson, City Clerk

Date: _____, 2016

THIRD AMENDMENT AND EXTENSION OF DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE, ILLINOIS

And

MOLINE PROMENADE INVESTORS, LLC

FOR

THE QUAD CITIES MULTI-MODAL STATION

This Third Amendment is made and entered into on this ___ day of _____, 2016, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Moline Promenade Investors, LLC, an Illinois limited liability company ("Developer") (collectively City and Developer are the "Parties").

RECITALS

WHEREAS, City and Developer executed a Development Agreement for the Quad Cities Multi-Modal Station on November 12, 2013, executed a First Amendment to the Development Agreement effective June 17, 2014, and executed a Second Amendment to and Restatement of Development Agreement March 3, 2015 (the "Restated Agreement"); and

WHEREAS, certain unforeseeable events have occurred which have delayed the financing and commencement of construction by each of the Parties;

WHEREAS, Section II(A) of the Restated Agreement required the completion by the City of a condominium regime with conveyance of certain units to the Developer;

WHEREAS, the condominium regime as planned with 8 units cannot be completed prior to the completion of construction and framing of the walls separating the units and the City and Developer have agreed to a preliminary platting of the regime based on the current as-built structure to allow for an interim conveyance of Unit 1 to Developer to facilitate Developer's financing in order to keep the development moving forward;

WHEREAS, the Parties have agreed that the interim regime and conveyance are a necessity until the Parties can complete their development constructing the additional spaces and erecting the division walls, at which time each will receive their specific units specified in the Restated Agreement;

WHEREAS, the Parties agree to cooperate and provide each other with such access and easement rights as may be reasonably necessary for the Parties remediation, demolition and/or construction obligations under the Project Documents;

WHEREAS, the Parties have each obtained plans and specifications for their respective work and desire to share that information and assure each other of their proposed development;

NOW THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not superfluous, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

1. All terms not otherwise defined herein shall have the meaning set forth in the Restated Agreement.

2. Section II of the Restated Agreement shall be amended and modified to include the following initial provisions:

AA. In order to allow for the Developer to obtain its financing for the Project, City and Developer have had to agree to an interim conveyance. The Parties have agreed to divide the Project Property under the initial condominium regime into Unit 1 and Unit 2 as shown on the attached Schedule 1.

(1) The City shall convey Unit 1 to the Developer in the same manner set forth in the Restated Agreement for the conveyance by the City of Units 1 and 3-8 inclusive. The parties agree that the additional Units shall be formed and an Amended Declaration establishing the additional Units shall be filed by the date set forth below.

(2) The conveyance of Unit 1 shall be completed no later than November 15, 2016.

(3) The City and Developer hereby grant to each other such limited easement rights across, over and upon their respective units as are reasonably necessary for the staging, delivery of materials and completion of each Parties' work under the Project Documents. The Parties agree that easement rights shall only be used and exercised when reasonably necessary and not in such a way as would unreasonably interfere with the other Party's staging, delivery or construction work. Any damage caused by one Party to the other Party's respective unit(s) shall be repaired to the same condition as it was prior to the damage in a timely manner at the expense of the Party causing the damage.

BB. The Parties agree that the Project Property shall still be converted to an 8 unit condominium regime and the City shall, with the cooperation of Developer, continue its efforts to complete the regime by no later than December 24, 2016.

CC. After the conversion, the Private Project Property conveyance of Units 3-8 inclusive to Developer shall occur no later than December 31, 2016.

DD. It is understood and acknowledged by the Parties that, as of the date of this Third Amendment, the Developer has not had the opportunity to commence development and that Developer is not in default. Exhibit G attached to the Restated Agreement is hereby replaced with the attached Exhibit G.

3. Section IV, subsection C of the Restated Agreement shall be amended to refer to 2017 as the estimated assessment year with 2018 as the payment year. Developer shall receive 50% of increment from the Private Project Property in 2017-2027.

4. Section V, subsection B, paragraph vi of the Restated Agreement shall be amended to refer to commencement of construction during October, 2016 and to October 2017 for a reasonable estimate of when a Certificate of Occupancy could be obtained by Developer.

5. The Parties hereby agree that the schematics for the Project have changed and that the attached Exhibit B replaces the Exhibit B attached to the Restated Agreement.

6. The Parties agree that the plans and specifications of the City titled MetroLINK/City of Moline Quad Cities Multi-Modal Station Bid Release #3 dated May 10, 2016, prepared by Legat Architects and 5 addenda thereto issued by MetroLINK the first dated May 23, 2016, and the last one dated June 15, 2016 have been delivered to Developer and such plans and specifications fully represent the anticipated work by City. Developer has reviewed the City's plans and specifications and the Parties agree that City's completion of the work described therein is necessary and required by Developer in entering into this amendment and completing its acquisition and development of its Units. City will not materially alter its plans and specifications without advance notice to Developer. The Developer submitted its plans to the City and they were stamped by the City on August 24, 2016, and such plans and specifications fully represent the anticipated work by the Developer. The Parties agree that the Developer's completion of the work described therein is necessary and required by the City in completing the Project. Developer will not materially alter its plans and specifications without advance notice to the City. Should conflicts arise between the Parties as to the plans and specifications, the Parties agree to resolve conflicts in good faith with costs allocated to either Party as appropriate.

7. It has been determined by the City that a Special Use Permit is not required for this Project as the addition is less than 50,000 square feet, and, therefore no special use permit application is necessary and the current zoning allows for the Project.

8. The City intends to use the adjoining property to the east as green space along with the stairtower to construct an overpass to Centre Station in accordance with the plans and specifications. It is understood the Developer is relying on this stated use and City will not change the uses referred to herein without advance notice to Developer.

9. The remaining provisions of the Restated Agreement are incorporated herein by this reference.

10. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment and Extension of Development Agreement on the dates set forth above their respective signatures.

Dated _____, 2016

THE CITY OF MOLINE, ILLINOIS

Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

STATE OF ILLINOIS, COUNTY OF ROCK ISLAND: ss.

On this ___ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared SCOTT RAES and TRACY A. KORANDA, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively or the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARY PUBLIC

Dated: _____, 2016

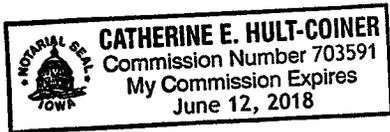
MOLINE PROMENADE INVESTORS LLC

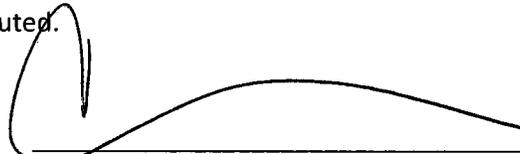


Mahesh Amin, Member

STATE OF IOWA COUNTY OF SCOTT : ss.

On this 27 day of October 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Mahesh Amin, to me personally known, who being by me duly sworn (of affirmed), did say that he is a Member of Moline Promenade Investors LLC, an Illinois limited liability company and that said instrument was signed on behalf of said company. Mahesh Amin acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.





NOTARY PUBLIC

